

JUDGE KAPLAN
Michael J. Preola

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ATTORNEYS FOR PLAINTIFF
SECUNDA MARINE SERVICES LIMITED

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SECUNDA MARINE SERVICES LIMITED,

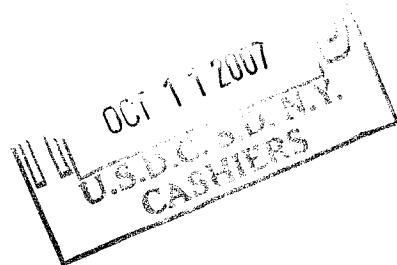
Plaintiff,

-against-

MARITIMA DE ECOLOGIA SA DE CV,

Defendant.

07 CIV 8787



07 Civ. _____

VERIFIED COMPLAINT

Plaintiff, Secunda Marine Services Limited ("Plaintiff" or "Secunda"), by and through its attorneys, Holland & Knight LLP, for its verified complaint against Maritima de Ecologia SA de CV, ("Defendant" or "Maresca"), alleges, upon information and belief, as follows:

1. This is a case of admiralty and maritime jurisdiction under 28 U.S.C. § 1333 as hereinafter more fully appears and is a maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.
2. At all times material herein, plaintiff Secunda Marine Services Limited was and is a business entity organized and existing under the laws of Canada and maintains its principal place of business at 1 Canal Street, Dartmouth, Nova Scotia, Canada B2Y 39Y.

3. Upon information and belief, at all times material herein, Maresca is a business entity having a place of business located at Calle 35-B No. 70, Entre 66 y 68, Col. San Agustin del Palmar, Cd. Del Carmen, Campeche, Mexico, C.P. 24188.

4. In December 2005, Secunda and Maresca entered into a time charter party whereby Secunda chartered the vessel the VENTURE SEA ("Vessel") to Maresca under a SUPPLYTIME 89 Charterparty for a period of 365 days, "but in any case to coincide with the charterers subcontract to Pemex. . ." ("Time Charter"). A true and correct copy of the Time Charter is attached hereto as Exhibit 1.

5. Under clause 10(b) (box 20), the parties agreed to a charter hire of US\$16,885 pro rata with in extension hire rate of US\$16,450.

6. Secunda issued its final hire invoice on or about April 24, 2007, requesting payment of US\$407,597.13 for the hire period of April 1 through April 24, 2007. A true and correct copy of the final hire invoice, dated April 24, 2007 is attached hereto as Exhibit 2.

7. In breach of Maresca's obligations under the Time Charter, Maresca failed to pay the amount owed on the final invoice for charter hire.

8. As a result of the foregoing and Maresca's breach of its obligations under the Time Charter, Secunda has suffered damages in the amount of US\$407,597.13.

9. Upon information and belief, it will take two years for Secunda to prosecute this claim against Maresca to its completion. Clause 31 of the Time Charter states that it is governed by English law. Under English law, Secunda is entitled to receive its interest, expenses and reasonable attorneys' fees for prosecuting its claims to completion, which amount is estimated to be US\$163,177.56 as set forth below:

Interest: \$ 63,177.56 (US\$407,597.13 x 0.0775/year x 2 yrs.)

Attorneys' Fees/Expenses: \$100,000.00

Total: \$163,177.56

10. Therefore, as a result of the foregoing and Maresca's breach of its obligations under the Time Charter, Secunda has suffered damages in the amount of US\$570,774.69, including estimated interest, attorneys' fees and expenses.

11. Maresca is not found within the Southern District of New York but does have assets, good or chattels within the jurisdiction, to wit: funds or accounts held in the name (or names) of Maritima de Ecologia SA de CV with, upon information and belief, the following financial institutions: Bank of America, N.A.; The Bank of New York; Citibank, N.A.; Deutsche Bank Trust Company Americas; HSBC Bank USA, N.A.; JPMorgan Chase Bank, N.A.; UBS AG; Wachovia Bank, N.A.; Société Générale; Standard Chartered Bank; BNP Paribas; Calyon Investment Bank; American Express Bank; Commerzbank; ABN Amro Bank; Bank Leumi USA; Banco Popular; Bank of Tokyo-Mitsubishi UFJ Ltd.; or any other financial institution within the Southern District of New York.

12. The Time Charter contains an arbitration clause that provides that the parties will arbitrate their claims in London. Secunda reserves its right under 9 U.S.C. § 8 to request this Court to direct the parties to arbitrate this dispute in London.

WHEREFORE, Secunda demands judgment as follows:

1. That process in due form of law according to the practice of this Court in the form of a writ of maritime attachment be issued against bank accounts and other property of Maritima de Ecologia SA de CV with the financial institutions noted above in paragraph 11;
2. That Maritima de Ecologia SA de CV and any other person claiming an interest therein may be cited to appear and answer the matters aforesaid;
3. That judgment be entered in favor of Secunda Marine Services Limited and against Maritima de Ecologia SA de CV in the amount of US\$570,774.69 (including estimated interest, expenses and attorneys' fees); and,
4. That this Court grant Secunda Marine Services Limited such other and further relief which it may deem just and proper.

Dated: New York, New York
October 11, 2007

HOLLAND & KNIGHT LLP

By: 

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VERIFICATION

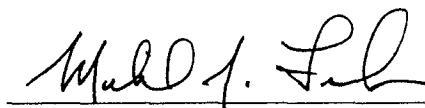
STATE OF NEW YORK)

:ss.:

COUNTY OF NEW YORK)

MICHAEL J. FREVOLA, being duly sworn, deposes and says:

I am a member of the firm of Holland & Knight LLP, counsel for Secunda Marine Services Limited, plaintiff in the foregoing action. I have read the foregoing Verified Complaint and know the contents thereof, and the same are true and correct to the best of my knowledge. I have reviewed documentation provided to me by Secunda Marine Services Limited and corresponded with Secunda Marine Services Limited representatives regarding this matter. I am authorized by Secunda Marine Services Limited to make this verification, and the reason for my making it as opposed to an officer or director of Secunda Marine Services Limited is that there are none within the jurisdiction of this Honorable Court.



Michael J. Frevola

Sworn to before me this
11th day of October, 2007



Notary Public

Elvin Ramos
Notary Public, State of New York
NO. 01RA4870243
Qualified in Queens County
Certificate filed in New York County
Commission Expires September 2, 2010